

GRAY ROBINSON
ATTORNEYS AT LAW

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TAMPA

August 31, 2016

Kathy Russell
City of Orlando
400 South Orange Avenue
Orlando, FL 32802

Re: Agreement with GrayRobinson, P.A.

Dear Kathy:

Thank you very much for your interest in GrayRobinson, P.A. ("GrayRobinson" or "the Firm"). We appreciate the opportunity to continue to provide governmental consulting services to the City of Orlando, ("the City" or "you"). The Firm is committed to providing the highest level of service in furtherance of your goals. This agreement will describe the terms under which that representation will occur. This agreement supersedes and replaces all prior agreements for state government lobbying services between the City and both GrayRobinson, P.A., and Capitol Insight, LLC, which are deemed terminated upon execution of this agreement.

You have retained us to do the following:

1. Advise and counsel the City to jointly develop strategies with respect to the municipal legislative issues;
2. Provide the City with periodic status reports as to the Firm's progress on legislative matters;
3. Represent the City at appropriate meetings regarding legislative matters;
4. Attend appropriate Florida legislative committees and Executive Branch meetings;
5. Monitor legislative activities and contact legislators, legislative staff and other appropriate individuals on behalf of the City.
6. Serve as the City's representative and liaison with the state legislature and state agencies providing a full range of legislative counsel and advocacy services;
7. Provide expertise in the areas of transportation, transportation funding, Sun Rail issues, and any issues relating to municipal utilities, including water, wastewater, stormwater, natural gas, and electric;
8. Arrange meetings for City officials and staff with the Central Florida Legislative delegation, other relevant House and Senate Committee Members and staff, and State agencies;
9. Assist the City with formulating its legislative agenda;

10. Recommend approaches to obtain support for City's positions and to neutralize any potential opposition;
11. Plan strategy and direct advocacy on behalf of the City's legislative issues;
12. Develop advocacy material to be distributed on the City's behalf;
13. Provide drafting and research services necessary to accomplish the City's legislative and agency objectives;
14. Monitor legislative and administrative developments and attend Committee hearings;
15. Assist the City's officials with appearances before Committees and with State agencies, including drafting testimony;
16. Establish a communications link with the City through teleconference, e-mail and regular written reports on the status of key legislative issues;
17. Communicate with designated City staff on a regular basis to review and analyze legislation related to the City's interest, and provide an annual report of accomplishments;
18. Be available on a consistent basis to City officials and staff to respond to any inquiries about legislative developments;
19. Provide copies of requested legislative bills and amendments;
20. Establish and maintain positive relationships with the Legislature and the Executive Branch to enhance and promote the City's agenda;
21. Meet with City officials and staff in Tallahassee and Orlando, and attend or call into local Orlando meetings to report on relevant activities and issues;
22. Represent the City at meetings, hearings, and conferences, as necessary; and
23. Other related services as requested by the City.

The entire team of GrayRobinson's lobbyists will be available to advance the City's interest. Your primary team will consist of me, Chris Carmody, and Robert Stuart, but we may call upon other members of our team as you and we think best throughout the course of this representation.

The term of this Agreement shall be for an initial term of twelve (12) months commencing September 1, 2016 and ending on August 31, 2017. By mutual written agreement of the parties, the Agreement may be extended for additional twelve (12) month periods or portions thereof. In exchange for these services, the City has agreed to pay the Firm \$4,833 per month beginning with an initial payment of \$4,833 on September 1, 2016, and on the first day of each month thereafter for a total annual payment of \$58,000. All payments should be remitted to 301 S. Bronough St., Suite 600, Tallahassee, FL 32301, or via ACH

Name
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PROFESSIONAL ASSOCIATION

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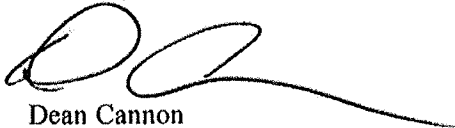
transfer or other electronic transfer upon receipt of invoice. Except in cases where we obtain your written prior approval for extraordinary expenses and subject to the City's consultant reimbursement policy as may be amended from time to time, we will not bill you for routine out-of-pocket costs associated with this agreement, including but not limited to travel expenses. Both the City and the Firm have the right to terminate this contract with or without cause with thirty (30) days notice given. Also, by signing below, you agree that you will complete any forms necessary to comply with lobbyist registration requirements under Florida law that may arise as a result of our representation of the City during the term of this contract or after its termination should reporting periods overlap.

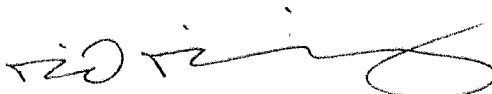
Unless our workload suggests otherwise, the Firm will report 50% of our fees and costs as Legislative Branch lobbying fees and costs and 50% as Executive Branch lobbying fees and costs. You authorize us to report whatever allocation between Legislative and Executive branch lobbying reflects our judgment based on our work in any particular reporting period. All payments are subject to public disclosure per Florida Statute.

To the extent applicable, we will comply with Florida public records laws, including Sections 119.0701(2)(b) 1 through 4 of the Florida Statutes. **IF WE HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, WE WILL CONTACT YOUR CUSTODIAN OF THE PUBLIC RECORDS, IN CARE OF THE DEPUTY CITY CLERK, RECORDS@CITYOFORLANDO.NET, TELEPHONE NUMBER (407) 246-3538, 400 S. ORANGE AVE., ORLANDO, FL 32801.** Venue for any action arising related to this Agreement shall lie in the courts located in Orange County, Florida.

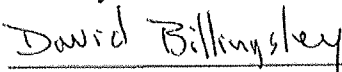
I believe the above reflects our understanding. If it does, please sign this agreement and return to me. If not already completed, electronic lobbyist registration forms will be sent separately from the respective entities for 2016. I expect 2017 registrations, which will require new approval, to go out the first week of January 2017. I appreciate your attention to this matter and look forward to working with you. Please never hesitate to contact me if we can assist the City of Orlando in any way.

Sincerely,


Dean Cannon



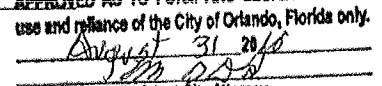
For: City of Orlando



By: Signature

August 31, 2016
Date

Printed Name

APPROVED AS TO FORM AND LEGALITY for the
use and reliance of the City of Orlando, Florida only.

Assistant City Attorney